

# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE UNITED STATES DEPARTMENT OF ENERGY**



**AND**

**THE COMPAGNIE FRANCAISE D'ASSURANCE  
POUR LE COMMERCE EXTERIEUR**

**coface** 

The United States Department of Energy (DOE), an instrumentality of the United States Government, and the Compagnie Française d'Assurance pour le Commerce Extérieur (Coface), the French export credit Company acting on behalf and on the account of the French Government, together referred to as the "Participants",

Desiring to cooperate to facilitate the financing of nuclear plant projects in the United States, including, in particular, where the supply of goods and services is from France or of French origin, and

Noting the Statutes and Guiding Principles of the International Union of Credit and Investment Insurers (the Berne Union), and the Organization for Economic Cooperation and Development's Arrangement on Officially Supported Export Credits,

Have reached the following understanding:

#### **ARTICLE I - Arrangements**

1. DOE, through its Loan Guarantee Program Office, and Coface intend to work together closely to identify transactions which they determine are suitable for their joint financial support. With the aim to identify as early as possible any obstacles which could jeopardize their co-operation, the Participants intend to consult each other promptly and seek mutually satisfactory solutions to any problems that may arise.
2. In respect of the co-financing of projects the Participants determine to support:
  - 2.1. The Participants intend to consult regarding the risks of the projects, determining common terms and conditions of support, including financial structure, term sheet and any security requirements.
  - 2.2. As part of such consultation, the Participants intend to share on a regular basis information in their possession which they have a right to disclose, subject, where necessary, to the agreement of the exporters, sponsors and bankers involved.
  - 2.3. Each Participant is expected to use its own documentation and normal operating procedures, and intends to work with the other Participant in the preparation of common documentation, where appropriate.
  - 2.4. Any support for projects which are subject to co-operation under this Memorandum of Understanding (MOU) is to be provided on terms that comply with the laws and regulations to which each Participant is subject.

## **ARTICLE II - Consultations**

Each Participant may propose consultation meetings to share its expertise and experience on specific underwriting issues and risk analysis, and expand co-operative activities in areas of common concern.

## **ARTICLE III – Confidentiality**

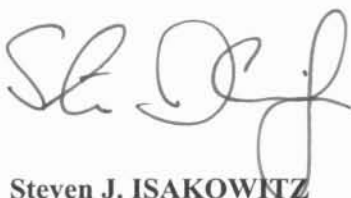
1. Each Participant should maintain the confidentiality of Business-Confidential Information received from the other Participant.
2. As used herein, Business-Confidential Information means any type of information (a) disclosed and/or made available by one Participant (the “Disclosing Participant”) to the other Participant (the “Receiving Participant”), and properly designated as “Business-Confidential” by the Disclosing Participant; (b) whether disclosed orally or in writing; (c) regardless of the medium (including, but not limited to, paper, magnetic, electronic); and (d) regardless of its nature, whether scientific, technical, legal, accounting, financial, or commercial. Business-Confidential Information may include, without limitation, any extract, prototype, product, chart, plan, data and/or process, whether patentable or not.
3. Business-Confidential Information does not include information:
  - 3.1. that at the date of disclosure to the Receiving Participant, was already in the Receiving Participant’s possession, provided that it was not in breach of any legal obligation, or
  - 3.2. that was independently developed in good faith by members of the Receiving Participant’s staff, or
  - 3.3. that was lawfully received from a third party not subject to any obligation of confidentiality, or
  - 3.4. that was publicly available at the time of communication by the Disclosing Participant, or that became so after the communication through no error on the part of the Receiving Participant, or
  - 3.5 for which disclosure is required by law or regulation, or a final decision of a court.
4. Each Participant should use the Business-Confidential Information received from the other Participant solely for the purposes of this MOU and should disclose it only to its directors, officers, representatives, employees and contractors that are subject to obligations of confidentiality, who have a need to know such Business-Confidential Information for the purposes of this MOU. As required by applicable authority, Coface may disclose Business-Confidential Information it receives under this MOU to its Guardian Authority: the General Directorate of Treasury and Economic Policy.

#### **ARTICLE IV - Commencement, Revision and Duration**

1. Cooperation under this MOU may commence upon signature and continue until the Participants wish to discontinue it.
2. This MOU may be revised in writing at any time by the Participants.
3. The Participants may discontinue this MOU at any time by mutual consent in writing. A Participant that wishes to discontinue its participation in this MOU should endeavor to provide at least 90 days' advance notice in writing to the other Participant. Written notice is effective upon receipt.
4. The MOU does not create any legally binding obligations between the Participants.
5. Each Participant should conduct the activities contemplated by this MOU in accordance with the applicable laws and regulations to which it is subject, and international agreements to which its government is party.

Signed in duplicate in the English and French languages.

**For the United States Department of  
Energy:**



**Steven J. ISAKOWITZ  
Chief Financial Officer**

**For Coface:**



**Xavier LAURENT  
Deputy Director  
State Guarantees Department**

**Date:** June 15, 2009

**Date:** le 17 juin 2009